

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TENNESSEE
AT WINCHESTER

CITIZENS TRI-COUNTY BANK,

Plaintiff,

vs.

No. 4:11-cv-00004

**TRAVELERS PERSONAL
SECURITY INSURANCE COMPANY,
and JASON GILLENTINE, d/b/a
GILLENTINE INSURANCE,**

Defendant

AMENDED COMPLAINT

COMES NOW the Plaintiff CITIZENS TRI-COUNTY BANK by and through its attorney of record pursuant to Rule 15 of the *Federal Rules of Civil Procedure* who would hereby amend the Complaint which it originally filed in this matter so as to properly reflect that, upon information and belief, the true name of the Defendant TRAVELERS CASUALTY AND SURETY COMPANY is in fact TRAVELERS PERSONAL SECURITY INSURANCE COMPANY. In support of this Amended Complaint, counsel would respectfully show unto the Court the following facts:

I.

That the Plaintiff is a banking corporation organized under the laws of the State of Tennessee with its principal office located in Dunlap, Tennessee. Plaintiff engages in the business

of banking in Grundy County, Tennessee as authorized by its charter.

II.

That the Defendant TRAVELERS PERSONAL SECURITY INSURANCE COMPANY, hereinafter “Travelers” is a corporation doing business within the State of Tennessee. The Defendant Jason Gillentine, is a resident of Warren County, Tennessee, and is an insurance agent in Warren County, Tennessee, d/b/a: Gillentine Insurance, hereinafter “Gillentine”.

III.

That the Defendant Travelers through its agent, Defendant Gillentine, issued a insurance policy on a home and real property located at Fletcher Road, Gruetli Laager, Grundy County, Tennessee which was owned by Wesley Brett Garner. The policy insured the home located in Grundy County against many risk, including fire.

IV.

That the Plaintiff was listed as the lien holder or mortgagee on the insurance policy issued by the Defendants on the home and property.

V.

That the Defendants sent several notices to the Plaintiff stating that the Plaintiff was the lien holder under the insurance policy, to which the Plaintiff relied in making said loan. The Plaintiff further had conversations with Defendant Gillentine confirming said insurance was in effect and that the Plaintiff was properly secured.

VI.

That a fire occurred on the home and property on or about December 2, 2009. That the

Plaintiff informed the Defendants of a fire loss that had occurred on the home and requested payment under the policy. However, the Plaintiff would show that the Defendants fail and refuse to pay under the policy without defense and should be responsible for the loss under the policy.

VII.

That the Plaintiff would further allege that it has been damaged by the Defendants' breach of contract and that it is entitled to monetary damages in an amount not to exceed \$225,000.00.

WHEREFORE PREMISES CONSIDERED, PLAINTIFF PRAYS;

1. That each of the Defendants be served a copy of this Amended Complaint via the Court's electronic filing system.
2. That upon a hearing in this cause, the Court award damages in an amount not to exceed \$225,000.00, including attorneys fees and prejudgment interest, to the Plaintiff as a result of the Defendants' failure to pay under the terms of the insurance contract.
3. For general relief.

Respectfully submitted:

/s/ M. Keith Davis
AUSTIN, DAVIS & MITCHELL
M. KEITH DAVIS, BPR# 017328
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Certificate of Service

I, the undersigned, hereby certify that a true and correct copy of the foregoing Amended Complaint has been provided to counsel for each of the respective parties via the Court's electronic filing system on this 25th day of February, 2011.

/s/ M. Keith Davis